

Sharon Butler, as Guardian ad Litem for
Brooke Alexis Love, a minor
in Propria Persona
%5990 Sepulveda Boulevard, Suite #330
Van Nuys, California 91411-2523
(818)779-1720 phone
(818)779-1730 Fax

Return Date: November 12, 2009

Creditor Brooke Alexis Love, a minor, by and through her Guardian ad Litem, Sharon Butler in
Propria Persona

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

MOTORS LIQUIDATION COMPANY
f/k/a GENERAL MOTORS
CORPORATION, et al.,

Debtors.

Chapter 11

Case No.: 09-50026 (REG)
(Jointly Administered)

CERTIFICATE OF CONFERENCE
DECLARATION OF CREDITOR,
BROOKE ALEXIS LOVE, A MINOR,
BY AND THROUGH HER GUARDIAN
AD LITEM, SHARON BUTLER;
REQUEST FOR RULE 9011
SANCTIONS IN THE AMOUNT OF
\$1650.00

CERTIFICATE OF CONFERENCE
DECLARATION OF CREDITOR, BROOKE ALEXIS LOVE, A MINOR, BY AND
THROUGH HER GUARDIAN AD LITEM, SHARON BUTLER

I, BROOKE ALEXIS LOVE, a minor, by and through my Guardian ad Litem, SHARON
BUTLER, hereby declare:

1. I am the Guardian ad Litem for my granddaughter, a minor, who is a Creditor in the
above-entitled bankruptcy matter and I am filing this matter in propria persona.

2. As to the efforts to resolve this matter by way of Stipulation, I declare that these
efforts were made by my attorney in my civil lawsuit, Suzanne E. Rand-Lewis, Esq., with Gary
Rand & Suzanne E. Rand-Lewis, PLCS, [hereinafter referred to as "my counsel"] or by
personnel in her office.

3. On June 9, 2009, Monica J. Frascona, Esq. with the Los Angeles law offices of

1 Dykema Gossett, LLP, counsel representing Debtor/Defendant, General Motors Corporation , in
2 my personal injury civil lawsuit [The State Court Action] filed in the County of Los Angeles,
3 State of California, notified my attorneys, Gary Rand & Suzanne E. Rand-Lewis, PLCS; that
4 Debtor/Defendant, General Motors Corporation, filed a voluntary petition seeking bankruptcy
5 protection under Chapter 11 of Title 11 of the United States Code in the United States
6 Bankruptcy Court for the Southern District of New York.

7 4. On or about August 28, 2009, my attorneys office spoke to Derek S. Whitefield, Esq.
8 of Dykema Gossett, LLP, inquiring about entering into a Stipulation to Lift the Bankruptcy Stay
9 so I could pursue recovery under the insurance policy limits available to Debtor/Defendant,
10 General Motors Corporation. Mr. Whitefield advised my counsel he would review the file and
11 get back to them. However, Mr. Whitefield never called back. My lawyers corresponded
12 numerous times and had no response.

13 5. Because of the upcoming claim bar date, my lawyers prepared and sent a Stipulation
14 for Relief from the Stay on October 19, 2009. The Stipulation is attached hereto as **Exhibit "A"**.

15 6. On October 22, 2009 bankruptcy counsel for GENERAL MOTORS
16 CORPORATION, Brianna Benfield, Esq. of Weil, Gotshal & Manges, LLP refused to stipulate
17 to lift the stay, incorrectly stating that "MOTORS LIQUIDATION COMPANY, is self-insured
18 up to 25 million" for Plaintiff's accident. In fact, GENERAL MOTORS CORPORATION is the
19 insured and has "Business Auto" insurance policies for its employees auto accidents in the
20 amount of \$300,000 (primary) and 9.7 million dollars (excess), which Declaration Page we
21 attached to the Stipulation.

22 7. On October 23, 2009, my counsel called bankruptcy counsel, Brianna Benfield to
23 determine why she was refusing to stipulate and why she incorrectly stated that MOTORS
24 LIQUIDATION COMPANY f/k/a GENERAL MOTORS is self insured. She continued to
25 refuse to stipulate to relief claiming that she had been told by someone at "new GENERAL
26 MOTORS" that GENERAL MOTORS was self insured, even though this case is for GENERAL
27 MOTORS' driver's liability insured under its "Business Auto" policy; not product liability. My
28 counsel again asked her to review the Declaration sheet. She could not explain why an insurance

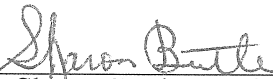
1 company would issue a Declaration sheet if GENERAL MOTORS was in fact self insured. She
2 had no explanation other than that "someone" at new GM had told her this.

3 8. As bankruptcy counsel has refused the requested Stipulation, my counsel has drafted
4 on my behalf Motion for Relief from Automatic Stay which I am filing in pro per concurrently
5 herewith.

6 9. My counsel has spent at least 6 hours trying to resolve this matter informally with
7 Debtors' counsel, drafting and researching the Stipulation to Lift the Bankruptcy Stay, drafting
8 and researching the instant Motion and time which will be required to assist me with appearance
9 for the instant motion. My counsel bills me at the rate of \$250.00 per hour so that sanctions are
10 requested in the amount of \$1,500.00 in fees I have incurred plus filing fee for this Motion of
11 \$150.00 or total sanctions requested of \$1,650.00, pursuant to Rule 9011.

12 I declare under penalty of perjury that the foregoing is true and correct.

13 Executed this 22nd day of October, 2009 at Van Nuys, California.

14
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16 Sharon Butler, as Guardian ad Litem
17 For Brooke Alexis Love, a minor
18 In Propria Persona
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1 Gary Rand & Suzanne E. Rand-Lewis
Professional Law Corporations
2 Gary Rand, Esq., State Bar No. 38184
5990 Sepulveda Boulevard, Suite 330
3 Van Nuys, California 91411-2523
(818) 779-1720
4

5 Attorney for Plaintiff, Brooke Alexis Love
6
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES, SOUTHWEST DISTRICT
10

11 BROOKE ALEXIS LOVE, etc.,

12 Plaintiff,

13 vs.

14 OLGA EDGAR PURINGTON, et al.,

15 Defendants.
16

CASE NO. YC059488

STIPULATION FOR RELIEF FROM
BANKRUPTCY STAY AS TO
DEFENDANT, GENERAL MOTORS
CORPORATION

Assigned for all purposes to
Judge Richard B. Wolfe, Dept. Q

17 COMES NOW PLAINTIFF, BROOKE ALEXIS LOVE, a minor, by and through her
18 Guardian ad Litem, SHARON BUTLER and Defendant, GENERAL MOTORS
19 CORPORATION, and agree to enter into Stipulation in this matter based upon the following:

20 STATEMENT OF FACTS

21 This is an action brought by Plaintiff, BROOKE ALEXIS LOVE, a minor, by and
22 through her Guardian ad Litem, SHARON BUTLER, to recover for injuries and damages
23 sustained by her when she was struck by a vehicle driven by Defendant, OLGA EDGAR
24 PURINGTON, who was employed by Defendant, GENERAL MOTORS CORPORATION and
25 was driving a vehicle owned by Defendant, GENERAL MOTORS CORPORATION, at the time
26 of the accident.

27 On August 8, 2008, Plaintiff's counsel wrote to the insurance carrier for Defendants
28 requesting the policy limits of Defendant, GENERAL MOTORS CORPORATION insurance

1 policy.

2 On October 15, 2008, Sharon Brown of ESIS/GM Claims responded to said request for
3 policy limits by directing a letter to Plaintiff's counsel enclosing a copy of Defendant,
4 GENERAL MOTORS CORPORATION's policy Declaration with National Union Fire
5 Insurance Company which provided a limit of \$300,000.00 for liability coverage. Attached is a
6 copy of said policy Declaration which is incorporated herein by this reference marked **Exhibit**
7 **"A"**.

8 On February 10, 2009, after forwarding all Plaintiff's special items of damages,
9 Plaintiff's counsel directed a letter to Sharon Brown of ESIS/GM Claims demanding remittance
10 of Defendant, GENERAL MOTORS CORPORATION's policy limits of \$300,000.00 and, that
11 said Defendant must also provide a letter signed under penalty of perjury that the \$300,000.00
12 was the full extent of liability coverage available to Defendants, Olga Purington and GENERAL
13 MOTORS CORPORATION, for the injuries and damages sustained by Plaintiff. Said letter
14 further requested if there was additional coverage and amounts available above the \$300,000.00
15 that Defendants provide same.

16 On March 10, 2009, Sharon Brown with ESIS/GM Claims wrote Plaintiff's counsel
17 advising that the settlement demand of \$300,000.00 was rejected.

18 Plaintiff, filed lawsuit on April 8, 2009.

19 On June 9, 2009, Plaintiff propounded discovery to Defendants, GENERAL MOTORS
20 CORPORATION and OLGA PURINGTON, consisting of Form Interrogatories, Special
21 Interrogatories and Request for Production of Documents.

22 Also on June 9, 2009, Monica J. Frasca, Esq. with Dykema Gossett, LLP, counsel for
23 Defendants in the instant matter directed a letter to Plaintiff's counsel advising Defendant,
24 GENERAL MOTORS CORPORATION, filed voluntary petition seeking bankruptcy protection
25 under Chapter 11 in the United States Bankruptcy Court for the Southern District of New York
26 and that an *"Automatic Stay"* went into effect prohibiting commencement or continuation of any
27 actions or proceedings against Defendant, GENERAL MOTORS CORPORATION.

28 As indicated above, Defendant, GENERAL MOTORS CORPORATION, has at least

1 \$300,000.00 insurance limits. See Exhibit "A".

2 There are no Cross-Complaints for Indemnity in this matter. There are no other claims
3 against the \$300,000.00 coverage.

4 Therefore, Plaintiff and Defendant, GENERAL MOTORS CORPORATION, seek the
5 following stipulation to set aside the Stay and allow Plaintiff, BROOKE LOVE, a minor, by and
6 through her Guardian ad Litem, SHARON BUTLER to proceed with civil action as to any and
7 all available insurance proceeds, including, but not limited to, that stated in Exhibit "A" for said
8 Defendant.

9 **STIPULATION FOR RELIEF FROM BANKRUPTCY STAY**

10 Based upon facts above, the sufficiency and availability of the insurance proceeds, the
11 parties hereby stipulate that any and all Stays including any Stay pursuant to Section 362(a) of
12 the Bankruptcy Code shall be set aside; that Plaintiff, BROOKE ALEXIS LOVE, a minor, by
13 and through her Guardian ad Litem, SHARON BUTLER, will not seek a judgment or settlement
14 as to Defendant, GENERAL MOTORS CORPORATION, in excess of the \$300,000.00
15 available to Defendant, GENERAL MOTORS CORPORATION, unless it is determined there is
16 an excess or umbrella policy which provides further insurance which would cover said Defendant
17 for the injuries and damages sustained by Plaintiff in this matter. In said event, Plaintiff,
18 BROOKE ALEXIS LOVE, a minor, by and through her Guardian ad Litem, SHARON
19 BUTLER, will not seek a judgment or settlement as to Defendant, GENERAL MOTORS
20 CORPORATION, in excess of umbrella policy which may exist which would provide additional
21 coverage for the injuries and damages sustained by Plaintiff over and above the \$300,000.00
22 policy referred to above; that the civil action pending between the parties, Case No.:
23 YC059488 entitled Brooke Alexis Love, a minor, by and through her Guardian ad Litem,
24 Sharon Butler vs. Olga Edgar Purington, General Motors Corporation, et al., shall proceed
25 unabated; that said Defendant, GENERAL MOTORS CORPORATION, its parent, subsidiary,
26 agents, affiliates or assigns will not seek a further Stay; that the civil case above listed may
27 proceed absent any further order from the Bankruptcy Court,
28 ///

1 or if required by law, the Bankruptcy Court may relieve the parties of the Stay and allow the civil
2 action to proceed.

3 DATED: October 16, 2009

4 Gary Rand & Suzanne E. Rand-Lewis
5 Professional Law Corporations

6 By: 

7 Gary Rand
8 Attorney for Plaintiffs
9 Brooke Alexis Love, a minor, by and
through her Guardian ad Litem, Sharon
Butler

10 DATED: _____, 2009

11 Weil, Gotshal & Manges, LLP
12 Attorneys for Debtor, General Motors
13 Corporation

14 By: _____

15 Joseph H. Smolinsky, Esq.



AMERICAN INTERNATIONAL COMPANIES®
70 Pine Street, New York, NY 10270
(212) 770-7000

Coverage is provided by

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
(a capital stock company)

BUSINESS AUTO DECLARATIONS

VI ONE Named Insured & Mailing Address
GENERAL MOTORS CORPORATION

300 RENAISSANCE CENTER
DETROIT, MI 48265-3000

Producer's Name & Mailing Address
AON RISK SERVICES, INC. OF MI
3000 TOWN CENTER #3000
P O BOX 5156
SOUTHFIELD, MI 48086-5156

FORM OF BUSINESS:

CORPORATION ☐ PARTNERSHIP ☐ LIMITED LIABILITY COMPANY ☐ INDIVIDUAL ☐ OTHER

CY PERIOD: From 09/01/2007 to 09/01/2008 at 12:01 A.M. Standard Time at your mailing address.

TURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE
INSURANCE AS STATED IN THIS POLICY.

CY PREMIUM: \$ 75,036

Amount for Terrorism Coverage:
\$1,306 Included In Policy Premium

SCHEDULE OF STATE TAXES, FEES AND SURCHARGES, IF APPLICABLE:*

Kentucky	\$99.50
Michigan	\$1.00
New Jersey	\$7.00
New York	\$2,720.00
Texas	\$553.00

Taxes, Fees and Surcharges shown are in addition to the above referenced Policy Premium.

ADDITIONS ATTACHED TO THIS POLICY:

017 - Common Policy Conditions (IL C1 46 in Washington)

021 - Broad Form Nuclear Exclusion (Not Applicable in New York)

ATTACHED FORMS SCHEDULE

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY
CONDITIONS, COVERAGE FORMS, AND FORMS AND ENDORSEMENTS IF ANY ISSUED TO FORM A PART THEREOF COMPLETE THE
POLICY



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Date Issued: 10/26/2007

COVERAGES	COVERED AUTOS	LIMIT	PREMIUM
LITY	1	\$ 300,000	
ONAL INJURY PROTECTION (Equivalent No-fault Coverage)	5	SEPARATELY STATED IN EACH PERSONAL INJURY PROTECTION EN- DORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT	\$ 75,036
AD PERSONAL INJURY ECTION (or equivalent added ult Coverage)			\$ INCLUDED
ERTY PROTECTION ANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE EN- DORSEMENT MINUS \$ DEDUCTIBLE FOR EACH ACCIDENT.	\$
MEDICAL PAYMENTS			\$
AL EXPENSE AND INCOME BENEFITS (Virginia only)		SEPARATELY STATED IN EACH MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.	\$
URED MOTORISTS	2		\$
INSURED MOTORISTS not included in Uninsured its Coverage)	2	SEPARATELY STATED IN EACH UNINSURED MOTORISTS ENDORSEMENT	\$ INCLUDED
AL DAMAGE REHENSIVE COVERAGE		SEPARATELY STATED IN EACH UNDERINSURED MOTORISTS ENDORSEMENT	\$ INCLUDED
AL DAMAGE IED CAUSES OF LOSS AGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired Or Borrowed "Autos".	\$
AL DAMAGE ION COVERAGE		\$25 DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed "Autos".	\$
AL DAMAGE TOWING BOR		\$ DEDUCTIBLE FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed "Autos". For Each Disablement Of A Private Passenger "Auto".	\$
PREMIUM FOR ENDORSEMENTS			\$ INCLUDED
*ESTIMATED TOTAL PREMIUM			\$ 75,036

*This policy may be subject to final audit.

THREE SCHEDULE OF COVERED AUTOS YOU OWN

DESCRIPTION				PURCHASED		TERRITORY
Year, Model, Trade Name, Body Type Serial Number (s) Vehicle Identification Number (VIN)				Original Cost New	Actual Cost & NEW (N) USED (U)	Town & State Where The Covered Auto Will Be Principally Garaged
PER SCHEDULE ON FILE WITH COMPANY						
CLASSIFICATION						
Radius Of Operation	Business Use S=service R=retail C=commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Primary Rating Factor Liab. Phy. Dam.	Secondary Rating Factor	Code
EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below As Interests May Appear At the Time Of The Loss.						
PER SCHEDULE ON FILE WITH COMPANY						

PROOF OF SERVICE

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I am employed in Los Angeles County. My business address is 5990 Sepulveda Boulevard, Suite #330, Van Nuys, California 91411-2523. I am over the age of 18 years and am not a party to this cause.

On October 23, 2009, I served the following documents:

CERTIFICATE OF CONFERENCE DECLARATION OF CREDITOR, BROOKE ALEXIS LOVE, A MINOR, BY AND THROUGH HER GUARDIAN AD LITEM, SHARON BUTLER; REQUEST FOR RULE 9011 SANCTIONS IN THE AMOUNT OF \$1650.00

on:

Brianna N. Benfield Esq.
Joseph H. Smolinsky, Esq.
Weil, Gotshal & Manges, LLP
767 Fifth Avenue
New York, New York 10153

Monica J. Frasca, Esq.
Dykema Gossett LLP
333 South Grand Avenue, Suite 2100
Los Angeles, California 90071

- [X] **BY MAIL**-I placed such envelope/s for collection and mailing on this date following ordinary business practices at Van Nuys, California . The envelope was mailed with postage thereon fully prepaid.
- [] **BY PERSONAL SERVICE**-I delivered such envelope by hand to said party at, _____ at _____ m. o'clock.
- [] **BY OVERNITE EXPRESS MAIL**-I placed such envelope/s for collection and Overnight Express mail on this date following ordinary business practices directed to the addresses above.
- [] **BY FACSIMILE TRANSMISSION**-I caused to be served by facsimile transmission at the number(s) listed above:
- [] STATE I declare under penalty of perjury that the foregoing is true and correct.
- [X] **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 23, 2009, at Van Nuys, California

Chris Meyer